



COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

March 20, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 March 20, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF AMENDMENT NUMBER THREE
TO THE OPERATING AGREEMENT BETWEEN THE
STATE OF CALIFORNIA AND THE COUNTY OF
LOS ANGELES FOR KENNETH HAHN STATE
RECREATION AREA
(SUPERVISORIAL DISTRICT 2) (3 VOTES)**

SUBJECT

The State of California, Department of Parks and Recreation has acquired, for park and recreational purposes, additional property to be included within the State Park System unit known as Kenneth Hahn State Recreation Area. Approval of Amendment number three to the Operating Agreement with the State of California adds a recreational feature called the Stocker Corridor Trail.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the approval of the proposed Amendment to the Operating Agreement is categorically exempt from the California Environmental Quality Act in accordance with Section 15301 and Class 1 of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987 because the project involves the addition of a new property to the Operating Agreement with negligible or no expansion of an existing use.
2. Delegate authority to the Director of Parks and Recreation, or his designee, to execute Amendment Number Three to the Operating Agreement between the State of California and the County of Los Angeles, Department of Parks and Recreation for Kenneth Hahn State Recreation Area.

3. Approve and adopt the attached Resolution authorizing the Director of Parks and Recreation, as agent for the County of Los Angeles, to amend the current Operating Agreement to include approximately 1.5 miles of recreational trail known as Stocker Trail Corridor to the Kenneth Hahn State Recreation Area for the care, maintenance, development, protection, operation, and control of said property for recreational and park purposes by the County of Los Angeles.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 7, 1983, the Department of Parks and Recreation (Department) entered into a 50-year term Operating Agreement with the State of California (State) for the care, maintenance, development, protection, operation, and control of the Baldwin Hills Park, now known as Kenneth Hahn State Recreation Area (Kenneth Hahn SRA). The State Legislature in the Budget Act of 1982/1983 authorized the State and County of Los Angeles (County) to enter into said Agreement.

On August 17, 1983, the Board of Supervisors adopted a resolution amending the Operating Agreement to add 80 acres of property, known as the "Ridge Site," to Kenneth Hahn SRA.

On September 19, 1989, the Board of Supervisors adopted a resolution amending the Operating Agreement to add 55.72 acres of property ("Reservoir Area") to the current Operating Agreement covering Kenneth Hahn SRA.

Approval of the recommended actions will approve Amendment Number Three (Attachment I) of the current Operating Agreement to include 1.5 miles of existing trail to the Kenneth Hahn SRA for the care, maintenance, development, protection, operation, and control of said property. A 40 foot section of the current Stocker Trail will be realigned prior to transfer to the County due to the encroachment on private property, as described in Exhibit A-3 of Attachment I.

Implementation of Strategic Plan Goals

The recommended actions will further the County's Strategic Plan Goals of Operational Effectiveness (Goal 1), by creating partnerships with external agencies to efficiently improve the delivery and quality of services; and Children, Family, and Adult Well-Being (Goal 2), by strengthening partnerships with other governmental agencies and maximizing existing resources.

FISCAL IMPACT/FINANCING

On June 7, 1983, the Department entered into an Operating Agreement with the State for care, maintenance, development, protection, operation, and control of the Kenneth Hahn SRA for recreational and park purposes. The contract provisions have maintenance requirements that will be fulfilled by the Department with existing park staff and resources.

Operating Budget Impact

The Department anticipates one-time cost of approximately \$5,000 for maintenance equipment and signage, and on-going costs of approximately \$55,000 for maintenance supplies resulting from the recommended actions. The Department will work with the Chief Executive Office to determine the appropriate level of funding and request this in its New Facilities Request during Fiscal Year 2012-13 Final Changes phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the provision of Section 5080.30, et seq., of the California Public Resource Code, the State may enter into an Operating Agreement with any city, county, district, public agency, or combination thereof of the State of California for the care, maintenance, administration, development and control of lands under the jurisdiction of the State for the purpose of the State Park System.

County Counsel has approved Amendment Number Three and the attached Resolution as to form.

ENVIRONMENTAL DOCUMENTATION

The approval of the proposed Amendment to the Operating Agreement is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301 of the State CEQA Guidelines and Class 1 of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987 because the project involves the addition of a new property to the Operating Agreement with negligible or no expansion of an existing use.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Kenneth Hahn SRA serves visitors from the surrounding communities including school children from the school districts in the County. The addition of the Stocker Corridor Trail to Kenneth Hahn SRA will provide additional recreational area for the enjoyment of park visitors. The proposed contract Amendment will not have a negative impact on current park services or projects.

CONCLUSION

It is requested that three (3) adopted copies of this action taken by your Board be forwarded to the Department of Parks and Recreation.

Respectfully submitted,



RUSS GUINEY
Director

RG:RM:KEH
SS:bs

Attachment

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**RESOLUTION APPROVING AMENDMENT NO. 3 TO THE OPERATING
AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND THE COUNTY
OF LOS ANGELES FOR KENNETH HAHN STATE RECREATION AREA**

WHEREAS, the area surrounding the Kenneth Hahn State Recreation Area is severely deficient in regional park land; and

WHEREAS, the State of California Department of Parks and Recreation is committed to working with local governments for acquiring and developing facilities within urban areas to meet urban recreation needs; and

WHEREAS, the State has acquired additional real property for park and recreational purposes, known as the Stocker Corridor Trail, which currently has a forty (40) foot section that encroaches onto adjacent property; and

WHEREAS, the State of California will proceed with mitigation to realign the Stocker Corridor Trail and decommission the private property segment; and


WHEREAS, it has been mutually agreed between the State and the County to amend the operating agreement for the Kenneth Hahn State Recreation Area for the purpose of adding the acquired land and incorporating it in the operation and maintenance of the County;

NOW THEREFORE, BE IT RESOLVED that the Director of the Department of Parks and Recreation is authorized to sign and accept, on behalf of the County of Los Angeles and the Board of Supervisors, Amendment Number Three of the operating agreement with the State of California to operate and maintain the Kenneth Hahn Recreation Area, including the Stocker Corridor Trail for the remaining term of the agreement.

The foregoing resolution was executed on the 20th day of March, 2012 and adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board acts.

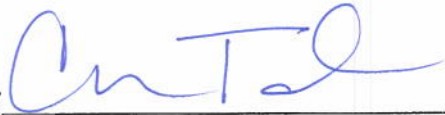


COUNTY OF LOS ANGELES

By 
Chair, Board of Supervisors


ATTEST:

Sachi A. Hamai
Executive Office
Clerk of the Board Supervisors

By 

APPROVED AS TO FORM:

JOHN KRATTLI
Acting County Counsel

By 
Christina A. Salseda
Principal Deputy County Counsel

**AMENDMENT NO. 3
TO THE
OPERATING AGREEMENT FOR THE
OPERATION OF KENNETH HAHN STATE RECREATION AREA**

THIS AMENDMENT is made and entered into by and between the STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter referred to as "**State**", and the County of Los Angeles, hereinafter referred to as "**Local Agency**".

WITNESSETH:

WHEREAS, an Operating Agreement was entered into on the 7th day of June, 1983 for a 50-year term (the "Original Agreement"), by and between the State and Local Agency for the operation of the Kenneth Hahn State Recreation Area, which Original Agreement has been amended on September 1, 1983 and September 19, 1989 (the Original Agreement and the amendments may hereinafter be referred to collectively as the "Agreement").

WHEREAS, the State has acquired for park and recreational purposes additional real property (the "New Property") described in Exhibit A-3 , attached to this Amendment and herein incorporated by reference, to be included within the State Park System unit known as Kenneth Hahn State Recreation Area, and has jurisdiction thereof; and

WHEREAS, the State's New Property contains a recreational feature called the Stocker Corridor Trail which currently has an approximately forty-foot section that encroaches onto adjacent private property (the "Private Property Segment") as described in Exhibit B, attached to this Amendment and herein incorporated by reference; and

WHEREAS, the State is proceeding with mitigation to realign the Stocker Corridor Trail and decommission the Private Property Segment; and

WHEREAS, it has been mutually agreed between the State and the Local Agency to amend as herein provided said Agreement to include the State's New Property as additional property within Local Agency operational jurisdiction of Kenneth Hahn State Recreation Area under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto agree to amend the Agreement as follows:

1. Add the following language to the end of Paragraph 1 of the Original Agreement regarding the control of real property described in Exhibit A of the Original Agreement:

Local Agency shall be responsible for the care, maintenance, development, protection, operation, and control of the real property described in Exhibit A, attached hereto and incorporated herein by reference, for purposes of the State Park System. Exhibit A may be amended from time to time, upon written agreement by the State and Local Agency, to include property subsequently acquired by the State. Any property added to the Agreement by an amendment shall automatically be incorporated into Exhibit A. The real property described in Exhibit A, as may be amended, may hereinafter sometimes be referred to as "said property."

2. Amend Paragraph 11 of the Original Agreement to add at the end of said Paragraph the following language, which relates to indemnification pertaining solely to the Private Property Segment:

In addition to all other provisions of Paragraph 11, for the period of time set forth in this Paragraph, State shall indemnify, hold harmless, and defend Local Agency, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs, (including but not limited to attorney fees, experts fees, and costs of suit), arising indirectly or directly from the Private

Property Segment, except those arising out of the concurrent or sole negligence of the Local Agency, its officers, agents or employees. In the event that the Local Agency is named as co-defendant in a legal action under the provisions of the Government Code Section 810 et seq., and served with process of such legal action, the Local Agency shall immediately notify State of such fact and State shall represent Local Agency in such legal action as provided herein unless Local Agency undertakes to represent itself as co-defendant in such legal action, in which event Local Agency shall bear its own litigation costs, expenses, and attorney's fees. The obligation of State to indemnify, hold harmless and defend Local Agency for the Private Property Segment as provided by this paragraph shall terminate upon receipt by the Local Agency of the State's written representation that the State has completed the trail realignment to eliminate the Private Property Segment and that the portion of the trail that had previously connected to the Private Property Segment has been decommissioned so that where the newly-cut trail intersects with the old trail, the first 100 feet, in both directions, will be filled, contoured and planted with native seed up to the boundary line of the private property where the Private Property Segment is located.

The Private Property Segment will be allowed to return to its original state through natural processes as shown on Exhibit C of this Amendment.

3. Amend Paragraph 4 of the Original Agreement to add at the end of said Paragraph the following segments, which relate to the Consideration of the services to be performed by County.
 - A. In consideration of the services to be performed by County pursuant to this Agreement, State hereby authorizes the use of said property by Local Agency on a rent-free basis on the condition that Local Agency exert a good faith effort in performing the terms and conditions of this Agreement in managing said property. Upon the approval or adoption of any future

funding initiative that results in the elimination of County's ability to generate fee revenue through their operation of the Premises, State hereby agrees to allocate to County for its operation, management planning and development of Premises an equitable share of revenues based in part on Annual Revenue and Expenditure Reports submitted to State during the three-year period preceding the passage of such initiative. In the event that County fails to perform in good faith, or County and State are unable to reach agreement on a funding allocation to County from any future funding initiative as described in this Section, the Premises shall revert back to the State, at State's option, and State shall have the right to pursue any other remedies available under this Agreement and/or otherwise available by law.

- B. Any income to Local Agency derived from its control and operation of said property for services, benefits, or accommodation to the general public, or otherwise, shall be used only for the maintenance, operation, administration, improvement, or development of lands and/or facilities located within said property. Any such portion of income as may exceed costs and expenses described in this Section shall be remitted to the State in accordance with Public Resources Code Section 5080.32(b).
- 4. The property described in Exhibit A-3 of this Amendment No. 3 shall be incorporated into to the Agreement so that the New Property becomes part of the property under the operating jurisdiction of Local Agency under the Agreement.
 - 5. Except as herein amended, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument upon the date first hereinabove appearing.

COUNTY OF LOS ANGELES

STATE OF CALIFORNIA
DEPARTMENT PARKS AND RECREATION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED:

DEPARTMENT OF GENERAL SERVICES

JOHN KRATTLI

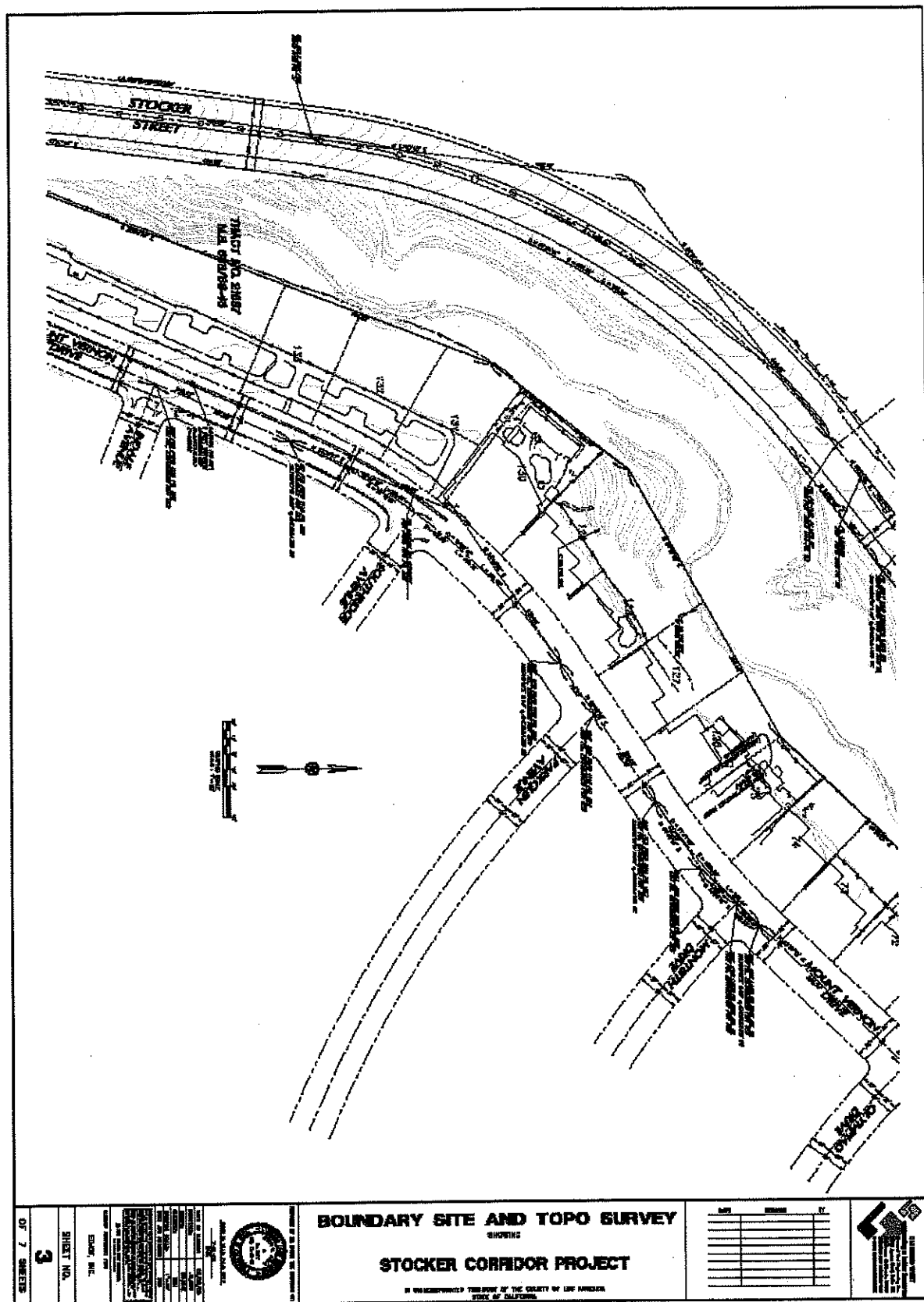
Acting Los Angeles County Counsel

By: Christina Salseda

Christina Salseda, Principal Deputy

EXHIBIT A-3 – NEW PROPERTY

DESCRIPTION



3 OF 7 SHEETS	SHEET NO. 3	DRAWING NO. 10000-10	DATE 10/1/00	BY J. L. L.	CHECKED BY J. L. L.	APPROVED BY J. L. L.
	BOUNDARY SITE AND TOPO SURVEY SHOWING STOCKER CORRIDOR PROJECT IN UNINCORPORATED TOWNSHIP OF THE COUNTY OF LOS ANGELES STATE OF CALIFORNIA					

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